IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO. 626 OF 2005

IN

SUMMARY SUIT NO. 2391 OF 2005

M/s. Robert J. Productions P.ltd .....**Plffs.**
vs.
M/s. Fountain Head Communciations
P.Ltd .....**Defnds.**

S.V. Doijode iby. Doijode and Associates
for the plaintiffs.
Komal Singh i/by. Pandian and Associates
for the defendants.

CORAM: S.U. KAMDAR, J.

DATE : 27th February, 2006.

P.C. :.

1. The present suit is filed for the recovery of Rs.8,95,000/- covered by three bills being Bill No. 11010 dated 1.7.2002 for sum of Rs.3,05,000/-, Bill No. 11014 dated 28.8.2002 for sum of Rs.5 lacs and Bill No. 11018 dated 25.9.2002 for sum of Rs.90,000/-.

2. These three bills are issued pursuant to a contract which was arrived at between the parties. Exhibit-A is the letter addressed by the plaintiff to the defendant giving their quotation for making a commercial film inrespect of product of the defendant known as 'Nyle Shampoo'- Street. Pursuant to the said quotation the offer of the defendant was accepted and the defendants were directed to make the said film. The said film has been prepared. The defendant has made part payments of Rs.15 lacs inrespect of Bill being Ex.'B' to the plaint and further part payment is made inrespect of a Bill No.11010 which is Exhibit-E to the plaint. The balance two invoices are not paid though the job is carried out by the defendant in terms of the agreement entered into between the parties and reduced to writing by a letter dated 28.3.2002.

3. The only defence raised by the defendant is that there is no written contract for raising the aforesaid claim. He states that the letter dated 28.3.2002 is merely an offer. However from the

record I find that the letter dated 28.3.2002 was addressed to the plaintiffs directing them to make the commercial and infact the said commercial has been made and part payments are also made by the defendant in that behalf. Thus it is clear that there is a written contract on the basis of which the said claim is made. In any event there are invoices which are duly accepted by the defendants and therefore the defendant is liable to make the aforesaid payment. I do not find any substance in the aforesaid contention of the defendants and accordingly reject the same.

4. However with a view to grant an opportunity to defend the suit, I directed the defendant to deposit a sum of Rs.8 lacs in this court within a period of 4 weeks failing which the plaintiff will be entitled to the decree. The amount so deposited will be invested by the Prothonotary and Senior master in fixed deposits of any nationalised bank initially for a period of three years and renew the same from time to time till further orders.

5. If the amount is paid as aforestated, then suit is transferred to the list of Commercial Causes. Written statement or points of defence to be filed four weeks from today. Affidavits, list of documents to be filed within four weeks thereafter. Inspection within four weeks thereafter. Suit to be on board of the learned Judge taking Commercial Causes.

sd/-

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